

**2006 - 2007
Licensed Master Contract**

between the

**Board of Directors
of
Prairie Lakes Area Education Agency 8**

and

Prairie Lakes Employees Association



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PUBLIC EMPLOYMENT
RELATIONS BOARD

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ARTICLE I
USE OF FACILITIES

1. The Association shall be afforded the privilege of use of the facilities of the Agency during hours when this use would not conflict with the Agency's usual functions.
2. The Association may use any of the facilities or equipment of the Agency's upon prior approval from the Administrator or his/her designee. All requests to use such facilities and/or equipment will be made by the Association President or his/her designee.
3. Upon administrative approval, Association members knowledgeable in the use of equipment shall be afforded the use of Agency equipment subject to the following restrictions:
 - a. All expendable supplies necessary will be purchased by the Association.
 - b. Equipment shall only be used at times when it shall not interfere with the usual operation of the equipment for the Board's business.
4. The Association shall have the right to post notices of activities and matters of Association concerns on bulletin boards provided within the central office and all service area centers or by use of E-mail provided by the Agency. Postings shall not be inflammatory in nature and shall be removed if judged to be so by the administrator.

ARTICLE II
HEALTH AND SAFETY

1. All employees shall provide evidence of physical fitness to perform assigned duties and have the same on file within 30 days of initial employment. If the Agency requires an employee to have a physical examination thereafter, the AEA will pay for the actual cost of the examination not covered by insurance or \$60, whichever is less.

The Agency may at any time require evidence of an employee's physical or mental condition, if in its opinion, the employee's condition is impairing his/her performance. Payment for an employee's physical will be made on receipt of the medical examination report and explanation of benefits. (EOB). No payment shall be made by the Board for examination or tests covered by insurance.

2. The employer shall endeavor to provide and maintain a safe place of employment in those facilities to which the employee is assigned. All employees shall in the course of performing their professional duties commit themselves to act in a safe manner, be alert to unsafe acts or conditions and report, in writing, any unsafe acts or conditions to their immediate supervisor.
3. An employee may, while in the scope of employment, use such amount of force as is reasonable to quell a disturbance threatening physical injury to persons, obtain possession of weapons or other dangerous objects in the possession of a pupil, in self-defense, or prevent injury to persons.
4. The Board shall provide, upon request, a copy of the policy of liability insurance covering performance on the job as provided in the Iowa Code.

ARTICLE III

TRANSFER PROCEDURES

A. Definition

Transfer means the movement of licensed staff from one zone to another zone or, for direct instruction staff, from one program to another.

B. Voluntary Transfers

Notification:

1. The Agency Administrator or Designee shall post in all service area centers, in a prominent location, a list of vacancies that occur between September 1 and the ensuing May 25 upon knowledge of such vacancies.
2. Summer postings will be posted in the Central Office and sent to all employees who have submitted a request for transfer for the job classification and location that is vacant.

Filing Request:

1. To be considered for transfer under this article, employees must file a written request for transfer with the Agency Administrator or Designee.
2. Such a request shall include reason(s) for the request and the job classification and location that is preferred.
3. A request for transfer may occur at any time during the year, but to be considered for a specific vacancy the request must be submitted to the Agency Administrator or Designee no later than the closing date for a specific job classification and location that is vacant.

Reply:

1. A denial of voluntary transfer application and reasons for such denial shall be in writing and submitted to the employee who made the application.
2. All present employees requesting transfer should be given preference over new employees if equally qualified as determined by the Agency Administrator or Designee.

C. Involuntary Transfers

Procedure:

1. Involuntary transfers shall not be made for arbitrary and capricious reasons.
3. Specific reasons for such transfers shall be in writing and submitted to the employee by the administration.
4. If an involuntary transfer is necessary, an employee's duration of employment with the Agency shall be one consideration in determining which employee is to be transferred.
5. The employee shall assume the new duties within fifteen (15) calendar days of the notice of said transfer for mid-year transfers pending the outcome of the grievance procedure, if so sought by the employee.
6. Transfer notices given for the beginning of the new school year shall be effective on the first day of the employee's individual contract.

Costs:

1. In the event an involuntary transfer of an employee necessitates the employee moving his/her residence to a different city, the Board shall pay the sum of \$1,500 or the actual expenses incurred as moving expenses, whichever is lower, upon presentation of properly verified bills for the services rendered.
2. When an involuntary transfer requires an employee to move his/her residence during the contract year and acceptable housing cannot be located, the Board shall pay mileage for additional travel expense for the balance of the contract year or until housing is found, from his/her residence to his/her new office, less the former distance of the employee's mileage to his/her original office (it is understood that mileage would be whatever the mileage is being reimbursed for the Agency during that particular year).
3. This is not construed in any way as portal-to-portal pay. This article shall not abrogate the language in Item 2.

ARTICLE IV
STAFF REDUCTION PROCEDURES

1. When, in the sole, exclusive and final judgment of the Board, reduction of program requires the reduction in staff among employees, the Administration shall attempt to accomplish same by attrition within the job classification. In the event necessary reduction in staff cannot be adequately accomplished by attrition within the job classification, the Administration shall reduce within job classifications in the following order:
 - a. Temporarily licensed employees shall be removed from the affected job classification and laid off.
 - b. Probationary employees, defined as employees who are on probation per Chapter 279, Code of Iowa, shall be removed from the affected job classification and laid off.
 - c. If further reductions are necessary within an affected job classification, employees shall be reduced within the affected job classification, on a seniority basis as defined in this article.
2. Job classifications for purposes of this article shall include: speech/language pathologists, audiologists, school psychologists, school social workers, occupational therapists, teachers of the hearing impaired, transition coordinators, special education consultants, special needs facilitator, school improvement consultants, instructional media/technology consultants, special education/school nurses, physical therapists, teachers for the vision impaired, ECSE teachers/consultants, KIDS Coordinator, VESS (Vocational Education for Special Students) coordinators, professional development consultants, special education teachers, and Reading Recovery teachers.
3. Seniority date shall be defined as the employee's first day at work. If a tie, lots will be drawn to determine employee status. Part-time employees will receive pro-rated seniority. Years in management within the Agency (3, 5, and 8) shall count toward seniority. No seniority shall accumulate during unpaid leaves of greater than thirty (30) days unless the leave is covered under the Family and Medical Leave Act of 1993.

4. Employees performing services prior to the effective date of Prairie Lakes Area Education Agency Agreement, shall have their seniority computed on the following basis. Seniority shall be recognized from AEA 3 and AEA 5, provided said employment was immediately prior to employment with Prairie Lakes Area Education Agency.
5. By January 2, of each year, the Agency shall provide to the President of the Association a listing of all licensed staff within each of the job classifications covered under this Agreement. The listing shall include the name of each licensed staff member, his/her job classification and seniority date.
6. In the event an employee is terminated pursuant to and by reason of this article, the employee shall be granted the right to request an opportunity to reapply for a position in the event a vacancy occurs within two master contract years of the date of his/her termination. The employee shall exercise this right by filing at the time of termination a request for notice of vacancy with the Administrator and provide the Administrator at all times with a current address where the employee may be reached. If a vacancy occurs within the contract year for which the employee has been granted the right of notice and the employee may be qualified to fill said vacancy, the Administrator shall advise the employee by certified mail of the existence of the vacancy within ten (10) days of the time when the vacancy is known. Individuals will be notified regarding opportunity for reapplication in reverse order of his/her reduction. An employee will retain the right to grieve the terms of this paragraph for two master contract years subsequent to the date of his/her termination.
7. The employee shall within ten (10) days of the date of the mailing of the certified notice respond affirmatively to the Administration by reapplying for the vacancy and requesting the Administration to consider his/her reapplication.
8. Failure of the employee to reapply shall waive any further requirement of notice by the Administrator for any subsequent or additional vacancies that may occur in the contract year.
9. An employee who has been reduced under the terms of this article shall, upon reapplication, have the right to be granted an interview for the vacant position.
10. An employee shall be reinstated with benefits in effect in the Master Contract for the year of rehire, except that the employee will retain accumulated sick leave and seniority.

ARTICLE V

PROFESSIONAL WORK DAY

1. It is recognized that employees are contracted for a professional service which does not generally lend itself to a specifically defined day. Therefore, it may at times be necessary for professional staff members to accommodate the needs of students, parents or school districts outside working hours when such needs cannot logically or conveniently be met during office working hours which are from 8:00 a.m. - 4:30 p.m., or in the case of occupational and physical therapists, 8:00 a.m. - 5:00 p.m. except on Fridays when normal office hours shall be from 8:00 a.m. - 4:00 p.m., or in the case of occupational and physical therapists, 8:00 a.m. - 4:30p.m. This provision of the contract is not intended to justify arbitrary work assignments beyond working hours.

2. It is further recognized that if an employee is, by virtue of demand for his/her services, required to meet beyond these hours, it will be necessary to adjust his/her 8:00 a.m. – 4:30 p.m. , or in the case of occupational and physical therapists, 8:00 a.m. - 5:00 p.m., work schedule. District and agency demands may include, but not be limited to, home visits in the evening, parent-teacher conferences, evening advisory board meetings, evening or weekend trainings, facilitating community planning meetings, etc. Such adjustments will be worked out in advance with the Executive Director or Designee whenever feasible, based on a 7.5 hour work day, or in the case of occupational and physical therapists, 8 hour work day.
3. Finally, it is recognized that employees will sometimes have personal obligations, which might require or dictate slight delays in their arrival at work or early departure from work. It is understood that whenever feasible such deviations from working hours will be cleared in advance with the Executive Director or Designee. If such clearance is not feasible the employee can assume, that for infrequent instances of late arrival or early departure, etc., no violation of this contract has occurred.
4. Nothing in this article, however, abrogates the employer's right to determine whether a departure from working hours, 8:00 a.m. – 4:30 p.m., or in the case of occupational and physical therapists, 8:00 a.m. – 5:00 p.m., is required, nor does it abrogate the employee's duty to obtain advance approval, where feasible, of a departure from working hours.
5. On the working day prior to the following holidays, employees shall be released at 3:00 p.m. Thanksgiving, Christmas, and Good Friday.

ARTICLE VI

FORMAL WRITTEN EVALUATION PROCEDURES

1. By October 15 of each school year, employees shall be acquainted by a member of the Administration with the formal written Performance Appraisal Process.
2. There will be four phases of performance appraisal: Orientation Phase, Continuous Growth Phase, Leadership Phase and Assistance Phase.
3. All employees on the Continuous Growth Phase or Leadership Phase shall be formally evaluated at least once every three years by an evaluator designated by the Administration. Additional formal evaluations may be made at the discretion of the Administration. An employee on the Orientation Phase or Assistance Plan may make written request and receive one (1) job observation per contract year providing said request is made thirty (30) days prior to the end of a contract year. Observations may be requested by employees on the Continuous Growth Phase or Leadership Phase at the time of the development of their Continuous Growth Plans or Leadership Plans.
4. The Administration retains the right to determine if or when an employee's skills or behavior require that the employee be placed on the Assistance Phase. The assistance plan will be developed and a conference must be held BETWEEN the evaluator and the employee to review the Plan.

5. A final conference must be held between the evaluator and the employee to review results of the employee's evaluation by the end of the contract year. At that conference, the results of the evaluation shall be reduced to writing by the evaluator and discussed with the employee. The employee shall be furnished a copy of the written evaluation. The evaluator and the employee shall sign the evaluation. The signature of the employee shall mean awareness of the evaluation and the contents thereof, but shall not be interpreted to mean agreement with the contents.
6. The employee shall have the right to submit a written explanation or other statement within fifteen (15) working days following the conference with the evaluator, which statement as submitted shall be attached to the evaluation. The written evaluation and employee's statement, if any, shall be submitted to the appropriate director and administrator by the evaluator for inclusion in the employee's personnel file.
7. This article deals with but a single method of evaluation, the formal written evaluation or Performance Appraisal Process. The Agency retains the right to utilize written evaluations from local school districts as well as other historically utilized methods of evaluation. In any other form of evaluation that is reduced to writing, a copy will be submitted to the employee as well as filed in the employee's personnel file. The employee shall be furnished a copy of such an evaluation. The evaluator and the employee shall sign that evaluation. The signature of the employee shall mean awareness of the evaluation and the contents thereof, but shall not be interpreted to mean agreement with the contents.
8. Each employee shall have the right to review the non-confidential contents of his/her evaluation file. The employee shall file a request for a personnel file review and an appointment shall be scheduled in non-working hours. The employee shall have the right to reproduce any of the non-confidential contents in his/her file.
9. Employees eligible to receive Teacher Quality funding will be evaluated using the state established Teaching Standards and Criteria for performance. Such evaluation shall contain, at a minimum, an induction and mentoring program for teachers in their first two years of teaching and on an initial license, a three year individual career development cycle for those employees who have attained standard licensure, and an intensive assistance program for any employee whose performance is not demonstrated to meet the standards of performance under the state Standards and Criteria . (IA Code, Chapter 284)

ARTICLE VII

ASSOCIATION LEAVE

1. Up to eight (8) days of paid leave shall be available to the Association for its representatives to attend conferences, conventions, or other activities of the local, state, or nationally affiliated organizations. This leave shall also be available to the Association for purposes of meeting with members of the Legislature (lobbying), or to engage in other mutually agreeable activities for the good of the Association, the Agency, and its employees.

2. At least five (5) days prior notice of such leave shall be given by the Association to the Administrator or his/her Designee of the employees taking leave and the specific days for such leave.
3. Employees receiving this leave will continue to receive their salaries and benefits during this time.
4. The Agency shall grant an Association member an unpaid leave of absence of one (1) school year for the purpose of serving as a state and/or national officer. Notification shall be given to the Board no later than April 15 preceding the year of leave. While on this leave, the Association member's seniority, accumulated sick leave and placement on the salary schedule shall be frozen. The Association member may elect to continue his/her insurance coverage in effect by prepaying to the Agency all premiums one (1) month in advance.

ARTICLE VIII

BEREAVEMENT LEAVE

1. Regular full-time employees shall be granted up to five (5) working days of leave with pay for each death of the immediate family, to include spouse, child, parents, brother, sister, grandparents, grandchildren, corresponding in-laws, and any other member of the immediate household, non-cumulative per year. Such leave shall be granted not to exceed five (5) days, as may be necessary in the opinion of the Administrator or his/her Designee for attendance at the funeral and for any other purposes directly arising out of the said death. Regular part-time employees shall have leave prorated.
2. An employee may be excused up to one (1) day with pay if the deceased person is a relative or friend with bonds so close that good taste demands attendance at the funeral. The Agency shall have the discretion, but not be contractually required, to approve the same.

ARTICLE IX

EDUCATIONAL ADVANCEMENT LEAVE

1. Any employee may request an absence without pay for the purpose of obtaining additional education in a field related to the employee's current employment. Such leave may be granted for one (1) contract year. Employees requesting educational advancement leave must notify the Agency by March 15 of the contract year in effect to secure the leave for the ensuing contract year.
2. It is the employee's responsibility to keep the employer notified of his/her correct mailing address in order to receive in a timely fashion the contract for the following year. Failure to notify would result in termination of employment with the Agency.
3. While on this leave, the employee's seniority, accumulated sick leave and placement on the salary schedule shall be frozen. However, the employee shall advance in salary schedule lanes if the qualifications for advancement are met. The employee may elect to continue his/her insurance coverage in effect by prepaying to the Agency all premiums one (1) month in advance.

4. The Agency reserves the right to restrict the number of employees on educational advancement leave in any one discipline area.

ARTICLE X

EMERGENCY LEAVE

Two (2) days per year will be allowed with notification to Administrator or Designee. Emergency leave can be giving care to an ill child, spouse or parent. Emergency leave can also be used for fire, flooding, visiting a family member suffering from a serious illness requiring a doctor's care, or any other emergency that cannot be handled during working hours. Approval of Emergency Leave is at the discretion of the Administrator or Designee and not subject to the grievance procedure of this Agreement. At the Administrator's discretion, this leave may be extended. This leave is not accumulative.

ARTICLE XI

JURY DUTY LEAVE

Employees of the Agency will be excused for jury duty. In order that no employee shall suffer financial loss because of absence for jury duty, the employee's regular salary shall continue to be paid. Full fringe benefits of the Agency shall be continued at the normal level. Staff are allowed to keep compensation received for jury duty.

ARTICLE XII

MILITARY LEAVE

Leave for active military service or Iowa reserve duty shall be granted pursuant to the provisions of the Federal Military Service Act and Chapter 29A Code of Iowa.

ARTICLE XIII

PERSONAL LEAVE

1. Two (2) days per year shall be allowed for personal and/or private reasons with the following provisions:
 - a. Written request for such leave shall be in the hands of the Administrator or Designee two (2) days in advance of said leave.
 - b. Exceptions may be made to the two-day advance notice at the discretion of the Administrator or Designee.
 - c. No more than fifteen (15) employees will be granted this leave on the same day.
 - d. One (1) day of unused personal leave may be carried forward to the following year, not to exceed a total of three (3) personal leave days available per employee, per year. No more

than two (2) personal leave days may be used in consecutive workdays or in conjunction with other leaves unless approved in emergency situations by the Administrator, with approval being non-grievable.

2. This leave will not require a reason.

ARTICLE XIV **PROFESSIONAL LEAVE**

1. Short periods of professional leave per contract year may be granted upon written request for approval by the Administrator or Designee for the purpose of visitation to view other instructional techniques and programs or attend conferences, workshops, or seminars outside of the geographical boundaries of the Agency. Employees desiring to use such leave shall submit a written request at least ten (10) working days prior to the date of said leave to the Administrator or Designee. If attendance of an employee is directed by the Agency or the leave is approved discretionary professional development, the employee shall receive reimbursement for mileage/airfare, parking, lodging and meal allowance. This leave shall be with pay. In rare circumstances, the administrator has discretion to grant this leave without reimbursement of expenses and not subject to the grievance procedure of this Agreement.
2. Employees may be given approval by the Agency to provide consultative services outside the geographical boundaries of the Agency. This leave shall be with pay, but any remuneration or honorarium received by the employee for such service shall be deducted from the per diem pay of the employee, unless services are provided outside the contract day.

ARTICLE XV **RELIGIOUS LEAVE**

Available personal leave, leave without pay, or calendar change shall be granted to any employee whose affiliation requires the observance of a holiday other than those scheduled in the Agency calendar. Applications shall be made to the Executive Director in writing not less than ten (10) working days prior to the requested leave.

ARTICLE XVI **SICK LEAVE**

1. Employees will be allowed sick leave as follows: twenty (20) days of sick leave for first and second year of employment, and thereafter fifteen (15) days of sick leave per year unless a long-term medical disability of not less than seven (7) consecutive working days in the previous contract has resulted in an employee's medical disability leave accumulation of less than twenty-one (21) days at year end, in which case that employee shall be granted twenty (20) days for the next year only.
2. Sick leave may be used by the employee for personal illness or injury or other medical disability.

3. Sick leave shall be accumulated to the sum of one hundred twenty (120) days. Sick leave may be used for personal illness or injury or other medical disability at full pay.
4. Employees shall be given a copy of a written accounting of accumulated sick leave on request.
5. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available, shall be granted a leave of absence without pay but with all current benefits continuing until the end of the contract year.
6. Following any absence from work, the employee shall complete a report on a form to be provided, stating the reason or reasons for the sick leave request. The employer reserves the right to request the employee to submit medical evidence that sick leave was necessary.
7. With regard to leave requests under this article which can reasonably be anticipated in advance, the employee shall alert the administration as soon as it is anticipated that a leave will need to be taken and will keep the administration advised as to the employee's progress and as to the expected date of return to work. It is understood and agreed that any leave beyond that required for medical confinement must be granted under the unpaid leave article.
8. Employees may use up to five (5) days of sick leave per year for illness of the immediate family. Immediate family includes: husband, wife, child, step-child, father, mother, step-father, step-mother, mother-in-law, father-in-law or a person living in the household. The number of days for this absence shall be deducted from sick leave. This leave of absence will be arranged with the immediate zone coordinator or supervisor.
9. Sick leave bank
 - A. Establishment:

A sick leave bank will be established for the use of employees who choose to participate.
 - B. Participation:

Participation in the sick leave bank will be on a voluntary basis and contribution will be made in the form of one day of sick leave from the employee's current year's allocation. The days contributed to the bank become property of the bank and are non-returnable to the employee. Eligible employees must provide evidence of a catastrophic illness or accident and have exhausted all available paid leave without being eligible for long term disability, worker's compensation, and/or social security disability.
 - C. Enrollment:

Enrollment will take place from July 1 through September 15 of the contract year and will entitle that person to membership for that school year only.
 - D. Unused Days in Bank:
 1. Assets of the bank will accumulate. The following year's bank will consist of the days carried over plus all contributed days for the year's participation.
 2. A retiring employee may voluntarily designate their unused sick leave days accumulated over 100 days be donated to the sick leave bank. These leave days become the property of the sick leave bank and may be used by eligible employees.
 - E. Use of Bank Leave Days:

Employees may apply in writing to the Human Resource Coordinator of Prairie Lakes AEA for use of the sick leave bank. The application must be accompanied by a letter from a

licensed service provider, recognized by the Agency's health insurance, corroborating the need for extended sick leave. The Human Resource Coordinator, Chief Administrator and President of the Prairie Lakes Employee Association will review the application. Upon approval, use of the sick leave bank days will commence on the first day after the exhaustion of personal sick leave and continue for up to the date long term disability insurance begins or until an employee has received their physician's approval to return to work or the exhaustion of the bank.

ARTICLE XVII

UNPAID LEAVE

The employee may request in writing an absence without pay by completing a written request to the Administrator or Designee at least ten (10) working days in advance, when possible. These leaves shall be at the discretion of the Administrator or Designee and are not subject to the grievance procedure.

ARTICLE XVIII

HOLIDAYS

Holidays: The following Agency holidays are unpaid. Independence Day, or day observed, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, or day observed, Christmas Day, or day observed, New Year's Eve Day, or day observed, New Year's Day, or day observed, Good Friday, and Memorial Day.

ARTICLE XIX

DUES DEDUCTIONS

Any employee covered by this Agreement may authorize dues deductions of professional dues within the specified time limits. Such written authorization shall be submitted on a form to be supplied by the Association. The form to be used for dues deductions must be submitted to and approved by the Administrator or Designee.

1. Professional Dues: Professional dues shall be combined into one (1) total item of deduction. Remittance of all such dues deductions as are herein provided shall be transmitted by check to the Association within a reasonable time.
2. Professional dues means only such dues as established by the organization(s) representing the Association. The Board will not deduct or collect institution fees, special assessments, back dues, fines, or similar items.
3. All employee authorization requests for dues deductions shall be on file in the Business Office of the Agency not later than October 1 of the contract year for which such authorized deductions are to begin. Such dues deductions authorization shall continue from year to year unless revoked in

writing by a thirty (30) day notice to the Business Office. The Association shall be responsible for notifying the Business Office prior to October 1 of the amount of dues to be deducted from each employee for the contract year.

4. Dues shall be deducted on a nine-month plan starting in October and ending in June. Once the dues deductions system has been established and submitted to the computer for that school year, no new people will be added to the list of those for whom deductions are to be made.
5. It is understood and agreed by employees covered by this Agreement and by the Association, that any covered employee's dues and/or other deductions as are herein made provision for, shall be stopped only upon the employee's written request and that the employee may terminate any such previously made authorized deductions at any time by giving thirty (30) days written notice to the Business Office of the Agency.
6. The Association agrees to indemnify and hold harmless the Board, each individual Board member, the business manager, clerical employees, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in this Agreement between the parties for deductions. It shall be agreed that errors in computer processing are a possibility. Therefore, both parties shall agree to correct any errors in payroll and payroll deductions to the mutual satisfaction of both parties.
7. If an employee for whom properly authorized deductions are being made leaves the employ of the Board or is terminated by the Board, any and all such deductions shall be terminated with the last payroll warrant issued to that employee by the Agency.

ARTICLE XX

INSURANCE

1. Eligible employees under this article shall be defined as employees working thirty (30) or more hours per week. Employees working twenty (20) or more hours per week but less than thirty (30) hours per week shall receive prorated insurance benefits. Employees working less than twenty (20) hours per week are not eligible.
2. A minimum of a 80/20 coinsurance, for group preferred provider organization (PPO) health insurance policy, will be provided to all eligible licensed employees. A committee composed of employees and directors or supervisors will periodically review said insurance program. They will forward their recommendations and findings to the Administrator who will share these findings with the Board of Directors. The full cost of single health insurance coverage at the \$750 deductible shall be paid by the employer for employees electing to participate in the health insurance plan. Eligible part-time employees shall receive prorated employer contributions consistent with past practice.
3. The Board will provide each employee with a description of the group hospital and major medical insurance coverage provided herein, and will assist employees in making the necessary applications.

4. Eligible licensed employees will be provided with a term life insurance policy in the amount of \$50,000. Premiums for said policy will be paid by the Board of Directors.
5. Eligible licensed employees will be provided with single dental insurance with premiums for said policy paid by the Board.
6. The Board of Directors will pay for a long-term disability policy for all eligible employees as an employer provided benefit under either of two options: 1). The Board will continue to pay the LTD premium payment directly to the insuring agency; or 2). The amount of the premium for LTD will be paid as salary and then taken out by the employer to pay the insurance premium for the employee.

ARTICLE XXI

SUPPLEMENTAL PAY

Employees who are assigned to more than one school or who are officed in the central AEA office or a service area centers and are requested to use their own automobiles in the performance of their duties, shall be reimbursed for such travel at the Board set reimbursement rate. Claims for payment of mileage shall be submitted monthly to the Board for its approval.

ARTICLE XXII

WAGES, SALARIES, AND OTHER COMPENSATIONS

1. The salary of each employee covered by the regular salary schedule is set forth in the following Salary Schedule.
2. Method of payment. Each employee shall be paid 1/12th of the annual contract salary in monthly installments. Employees shall receive their monthly compensation by check or electronic payment to a financial institution designated by the employee. Pay periods shall commence on September 20 (Individuals may be paid earlier with longer contracts). When a pay day falls on or during a holiday or weekend, employees shall receive their compensation on the last previous working day.
3. Salary Schedule Placement. Placement of employees on the Salary Schedule shall be determined by using the following definitions of educational columns:
 - a. BA Column. BA shall mean any undergraduate degree granted by a college or university on the basis of an approved four-year program of studies.
 - b. BA + 15 Column. BA + 15 shall mean any undergraduate degree granted by a college or university on the basis of an approved four-year program of studies as well as accumulation of fifteen (15) additional graduate semester hours from such an institution or fifteen (15) license renewal credits offered after July 1, 2002 by Prairie Lakes AEA, and/or its predecessor, or a combination of the two.
 - c. MA Column. MA shall mean any degree beyond the BA level that has been granted by a

college or university on the basis of an approved program of studies requiring a minimum of thirty (30) semester hours of credit.

- d. MA + 15 Column. MA + 15 shall mean any degree beyond the BA level that has been granted by a college or university on the basis of an approved program of studies requiring a minimum of thirty (30) semester hours of credit as well as the accumulation of fifteen (15) additional semester hours of credit or fifteen (15) license renewal credits offered after July 1, 2002 by Prairie Lakes AEA, and/or its predecessor, or a combination of the two. A Master's Degree resulting from a formal program with a minimum of forty-five (45) graduate hours shall also be recognized as MA + 15
 - e. MA +30 Column MA + 30 shall mean any degree beyond the BA level that has been granted by a college or university on the basis of an approved program of studies requiring a minimum of thirty (30) semester hours of credit as well as the accumulation of thirty (30) additional semester hours of credit or thirty (30) license renewal credits offered after July 1, 2002 by Prairie Lakes AEA and/or its predecessor, or a combination of the two. A Master's Degree resulting from a formal two (2) year program with a minimum of sixty (60) graduate semester hours shall also be recognized as an MA + 30. Certified Physical and Occupational Therapists will be placed at the MA + 30 lane of the Salary Schedule providing they have obtained their Bachelor of Science/Arts and/or their Master of Science/Arts degree.
*This provision will expire from the Master Contract at the conclusion of the 2008-2009 contract year unless mutually agreed to continue by the Prairie Lakes AEA Board of Directors and the Prairie Lakes Education Association. Any employee placed under the duration of this clause will continue with that placement and subsequent advancement (step and lane) without penalty should this clause be discontinued.
 - f. Educational Specialist (Ed.S.) Column. Ed.S. shall mean any approved Ed.S. degree granted by a college or university on the basis of an approved program of studies requiring a minimum of sixty (60) semester hours beyond the BA.
 - g. Ph.D./Ed.D./Au.D. Column. Ph.D./Ed.D./Au.D. shall mean any Doctor of Philosophy, Doctor of Education, or Doctor of Audiology degree granted by a college or university on the basis of an approved program of studies. Certified Physical and Occupational Therapists will be placed at the Ph.D./Ed.D./Au.D. lane of the Salary Schedule providing: a) they have obtained their Masters of Science/Arts degree and have accumulated thirty (30) additional semester hours of credit or thirty (30) license renewal credits offered after July 1, 2002 by Prairie Lakes AEA and/or its predecessor, or a combination of the two, or b) they meet the conditions of placement on the Educational Specialist (Ed.S.) Column, or c) they meet the conditions of placement on the Ph.D./Ed.D./Au.D. column.
*This provision will expire from the Master Contract at the conclusion of the 2008-2009 contract year unless mutually agreed to continue by the Prairie Lakes AEA Board of Directors and the Prairie Lakes Education Association. Any employee placed under the duration of this clause will continue with that placement and subsequent advancement (step and lane) without penalty should this clause be discontinued.
4. An employee may advance a maximum of one (1) step vertically and one (1) step horizontally in the same year on the Salary Schedule provided such evidence of additional hours, which meet the requirements of the advance application, is submitted to the Board by September 1st. An

exception, however, will be made to the horizontal step limitation when an employee earns an advanced degree beyond his/her present degree. That employee will then be placed on the new degree column commensurate with the degree earned. Any employee intending to earn additional credits to be considered for additional pay shall have the proposed work evaluated and approved in writing, in advance, by the Executive Director. Any employee whose placement is on steps 1, 2, or 3 shall be paid based on the salary for step 3 of the earned educational column.

5. An experience step shall be granted only if at least one-half of the full-time contract year was spent by the employee in a position that qualified for Salary Schedule placement.
6. The rate of pay for employment in summer programs shall be computed at a per hour rate on the basis of the salary schedule on which the employee has most recently been paid.
7. Release from Professional Contract. Resignations shall be in writing, signed by the resigning party and directed to the Administrator for ultimate referral to the Board of Directors with recommendations pursuant to the provisions of this section. The Board will consider each request for contract release on its own facts.
8. Credit for Previous Experience. Upon initial employment, credit on the Salary Schedule shall be based on the total number of previous year's experience in the licensed professional area for which the employee is being hired. All other experience in closely related professions shall be given one-half (1/2) credit.
9. Career Increment. An employee who has reached Step 21 on the Salary Schedule will remain there for one (1) year. The following year the employee will receive a career increment equal to 2.5% of the base of the column on which the employee is placed. The next year the employee will receive a career increment equal to 5% of the base of the column on which the employee is placed.
Clarification of Succeeding Year's Salary: Each year after reaching the career increment an employee's salary shall be the value of Step 21, plus the value of the career increment as computed above.
10. Phase II. Effective with the 1994-95 school year Phase I dollars received by the Agency shall be included in the pool of dollars for Phase II. Distribution of the Phase I and Phase II dollars shall be divided equally on a FTE basis. The distribution of Phase dollars is contingent upon the receipt of Phase I and II dollars from the state.
11. Stipends for chair person position(s) shall be determined by the agency administration.
12. Beginning with the 2006-2007 contract year, any licensed staff member that fills in for a vacancy within Prairie Lakes AEA will receive as additional compensation up to 25 days per diem. For a position to qualify for this additional compensation, it would have had to been included in the costing settlement for the current contract year and be actively recruiting a replacement for the vacancy. If two or more staff covers the vacancy, the additional compensation will be divided among the staff members proportionate to their additional work load. The distribution of the additional compensation will be determined by the responsible zone coordinator and approved by the Executive Director. The additional compensation will begin the day the staff member(s) assumes the additional responsibilities and cease the day the new employee assumes the job responsibilities or the administration determines the position will not be filled. It will be the

responsibility of the Executive Director to inform the Business Office of the distribution of the additional compensation and the beginning and ending dates of such compensation. The Administration will determine the need to assign employees additional responsibility to fill in for vacancies as defined in this clause, and this assignment and compensation under this clause may not be grieved. This provision will expire from the Master Contract at the conclusion of the 2008-2009 contract year unless mutually agreed to continue by the Prairie Lakes AEA Board of Directors and the Prairie Lakes Education Association.

**2006-07
SALARY SCHEDULE
(188 Day Base)**

STEP	I BA	II BA+15	III MA	IV MA+15	V MA+30	VI ED S	VII PH D
1	\$30,832	\$31,629	\$33,737	\$34,567	\$35,397	\$36,227	\$37,057
2	\$31,562	\$32,359	\$34,568	\$35,398	\$36,228	\$37,058	\$37,888
3	\$32,292	\$33,089	\$35,399	\$36,229	\$37,059	\$37,889	\$38,719
4	\$33,022	\$33,819	\$36,230	\$37,060	\$37,890	\$38,720	\$39,550
5	\$33,752	\$34,549	\$37,061	\$37,891	\$38,721	\$39,551	\$40,381
6	\$34,482	\$35,279	\$37,892	\$38,722	\$39,552	\$40,382	\$41,212
7	\$35,212	\$36,009	\$38,723	\$39,553	\$40,383	\$41,213	\$42,043
8	\$35,942	\$36,739	\$39,554	\$40,384	\$41,214	\$42,044	\$42,874
9	\$36,672	\$37,469	\$40,385	\$41,215	\$42,045	\$42,875	\$43,705
10	\$37,402	\$38,199	\$41,216	\$42,046	\$42,876	\$43,706	\$44,536
11	\$38,132	\$38,929	\$42,047	\$42,877	\$43,707	\$44,537	\$45,367
12	\$38,862	\$39,659	\$42,878	\$43,708	\$44,538	\$45,368	\$46,198
13	\$39,592	\$40,389	\$43,709	\$44,539	\$45,369	\$46,199	\$47,029
14	\$40,322	\$41,119	\$44,540	\$45,370	\$46,200	\$47,030	\$47,860
15	\$41,052	\$41,849	\$45,371	\$46,201	\$47,031	\$47,861	\$48,691
16	\$41,782	\$42,579	\$46,202	\$47,032	\$47,862	\$48,692	\$49,522
17	\$42,512	\$43,309	\$47,033	\$47,863	\$48,693	\$49,523	\$50,353
18	\$43,242	\$44,039	\$47,864	\$48,694	\$49,524	\$50,354	\$51,184
19	\$43,972	\$44,769	\$48,695	\$49,525	\$50,355	\$51,185	\$52,015
20	\$44,702	\$45,499	\$49,526	\$50,356	\$51,186	\$52,016	\$52,846
21	\$45,935	\$46,764	\$50,875	\$51,739	\$52,602	\$53,465	\$54,328
CI1	\$771	\$791	\$843	\$864	\$885	\$906	\$926
2.50%	\$46,706	\$47,555	\$51,719	\$52,603	\$53,487	\$54,371	\$55,255
CI2	\$1,542	\$1,581	\$1,687	\$1,728	\$1,770	\$1,811	\$1,853
5.00%	\$47,477	\$48,346	\$52,562	\$53,467	\$54,372	\$55,276	\$56,181

**2006-07
SALARY SCHEDULE
(193 Day Base)**

STEP	I BA	II BA+15	III MA	IV MA+15	V MA+30	VI ED S	VII PH D
1	\$31,652	\$32,470	\$34,634	\$35,486	\$36,338	\$37,190	\$38,043
2	\$32,401	\$33,220	\$35,487	\$36,339	\$37,192	\$38,044	\$38,896
3	\$33,151	\$33,969	\$36,340	\$37,193	\$38,045	\$38,897	\$39,749
4	\$33,900	\$34,718	\$37,194	\$38,046	\$38,898	\$39,750	\$40,602
5	\$34,650	\$35,468	\$38,047	\$38,899	\$39,751	\$40,603	\$41,455
6	\$35,399	\$36,217	\$38,900	\$39,752	\$40,604	\$41,456	\$42,308
7	\$36,148	\$36,967	\$39,753	\$40,605	\$41,457	\$42,309	\$43,161
8	\$36,898	\$37,716	\$40,606	\$41,458	\$42,310	\$43,162	\$44,014
9	\$37,647	\$38,466	\$41,459	\$42,311	\$43,163	\$44,015	\$44,867
10	\$38,397	\$39,215	\$42,312	\$43,164	\$44,016	\$44,868	\$45,720
11	\$39,146	\$39,964	\$43,165	\$44,017	\$44,869	\$45,721	\$46,574
12	\$39,896	\$40,714	\$44,018	\$44,870	\$45,723	\$46,575	\$47,427
13	\$40,645	\$41,463	\$44,871	\$45,724	\$46,576	\$47,428	\$48,280
14	\$41,394	\$42,213	\$45,725	\$46,577	\$47,429	\$48,281	\$49,133
15	\$42,144	\$42,962	\$46,578	\$47,430	\$48,282	\$49,134	\$49,986
16	\$42,893	\$43,711	\$47,431	\$48,283	\$49,135	\$49,987	\$50,839
17	\$43,643	\$44,461	\$48,284	\$49,136	\$49,988	\$50,840	\$51,692
18	\$44,392	\$45,210	\$49,137	\$49,989	\$50,841	\$51,693	\$52,545
19	\$45,141	\$45,960	\$49,990	\$50,842	\$51,694	\$52,546	\$53,398
20	\$45,891	\$46,709	\$50,843	\$51,695	\$52,547	\$53,399	\$54,251
21	\$47,157	\$48,008	\$52,229	\$53,115	\$54,001	\$54,887	\$55,773
CI1	\$771	\$791	\$843	\$864	\$885	\$906	\$926
2.50%	\$47,928	\$48,799	\$53,072	\$53,979	\$54,886	\$55,793	\$56,700
CI2	\$1,542	\$1,581	\$1,687	\$1,728	\$1,770	\$1,811	\$1,853
5.00%	\$48,699	\$49,589	\$53,915	\$54,843	\$55,771	\$56,698	\$57,626

**2006-07
SALARY SCHEDULE
(218 Day Base)**

STEP	I BA	II BA+15	III MA	IV MA+15	V MA+30	VI ED S	VII PH D
1	\$35,752	\$36,676	\$39,121	\$40,083	\$41,045	\$42,008	\$42,970
2	\$36,598	\$37,523	\$40,084	\$41,047	\$42,009	\$42,972	\$43,934
3	\$37,445	\$38,369	\$41,048	\$42,010	\$42,973	\$43,935	\$44,898
4	\$38,291	\$39,216	\$42,011	\$42,974	\$43,936	\$44,899	\$45,861
5	\$39,138	\$40,062	\$42,975	\$43,937	\$44,900	\$45,862	\$46,825
6	\$39,984	\$40,909	\$43,939	\$44,901	\$45,863	\$46,826	\$47,788
7	\$40,831	\$41,755	\$44,902	\$45,865	\$46,827	\$47,790	\$48,752
8	\$41,677	\$42,602	\$45,866	\$46,828	\$47,791	\$48,753	\$49,716
9	\$42,524	\$43,448	\$46,829	\$47,792	\$48,754	\$49,717	\$50,679
10	\$43,370	\$44,295	\$47,793	\$48,755	\$49,718	\$50,680	\$51,643
11	\$44,217	\$45,141	\$48,757	\$49,719	\$50,682	\$51,644	\$52,606
12	\$45,063	\$45,988	\$49,720	\$50,683	\$51,645	\$52,608	\$53,570
13	\$45,910	\$46,834	\$50,684	\$51,646	\$52,609	\$53,571	\$54,534
14	\$46,756	\$47,681	\$51,647	\$52,610	\$53,572	\$54,535	\$55,497
15	\$47,603	\$48,527	\$52,611	\$53,574	\$54,536	\$55,498	\$56,461
16	\$48,449	\$49,374	\$53,575	\$54,537	\$55,500	\$56,462	\$57,424
17	\$49,296	\$50,220	\$54,538	\$55,501	\$56,463	\$57,426	\$58,388
18	\$50,142	\$51,067	\$55,502	\$56,464	\$57,427	\$58,389	\$59,352
19	\$50,989	\$51,913	\$56,465	\$57,428	\$58,390	\$59,353	\$60,315
20	\$51,835	\$52,759	\$57,429	\$58,392	\$59,354	\$60,316	\$61,279
21	\$53,265	\$54,227	\$58,994	\$59,995	\$60,996	\$61,997	\$62,998
CI1	\$771	\$791	\$843	\$864	\$885	\$906	\$926
2.50%	\$54,036	\$55,017	\$59,837	\$60,859	\$61,881	\$62,902	\$63,924
CI2	\$1,542	\$1,581	\$1,687	\$1,728	\$1,770	\$1,811	\$1,853
5.00%	\$54,807	\$55,808	\$60,681	\$61,723	\$62,766	\$63,808	\$64,851

ARTICLE XXIII
JOB SHARING

1. Two (2) licensed staff members may be allowed to share one (1) full-time position.
2. Each staff member will be entitled to the percentage of benefits equivalent to the member's percentage of full-time equivalency. Benefits under this article are interpreted to include Insurance, Medical Disability Leave, Personal Leave, Professional Leave, and other benefits in effect at the beginning of the contract year during which a job sharing agreement is in force.
3. Each employee will be placed upon the Salary Schedule according to the column and step to which each would be entitled by training and experience. The employee will be paid the percentage of salary, including Phase I or Phase II equivalent to the employee's percentage of full-time equivalency.
4. Inservice days will be arranged so the licensed staff members work the number of days equivalent to their percentage of FTE.
5. If one (1) licensed staff member cannot continue the job sharing arrangement the remaining staff member will be responsible for assuming the responsibilities of the other until the end of the school year or until such time as a suitable replacement can be located and will sign a full-time contract for the remainder of the school year.

ARTICLE XXIV
GRIEVANCE PROCEDURE

1. A grievance shall mean only a complaint that there has been an alleged violation or misapplication of any of the specific provisions of this Agreement.
2. Every employee or group of employees covered by this Agreement shall have the right to present grievances in accordance with these procedures.
 - a. The failure of any employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an Administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
 - b. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted so as to result in no interference with or interruption whatsoever of the specified job assignment and related work activities of the grieving employee or other AEA employee.
 - c. Teachers in their probationary period will follow guidelines as outlined in Iowa Code (279.19).
3. First Step. An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her immediate supervisor.
4. Second Step. If the grievance cannot be resolved informally, the aggrieved employee shall file grievance in writing, and, at a mutually agreeable time, discuss the matter with the Executive Director. If the grievance involves more than one employee, the aggrieved employees may, at their option, designate a representative grievant who will submit a grievance in writing signed by all aggrieved employees. The representative grievant will then meet to discuss the matter with the Executive Director. This written grievance shall state the following:
 - a) Nature of the alleged grievance.
 - b) The specific article and/or articles of this Agreement alleged to be in violation, misinterpretation, or misapplication.
 - c) The contention of the employee with regards that there is an alleged violation, misinterpretation, or misapplication.
 - d) The date of the alleged grievance and all facts giving rise to the filing of the alleged grievance.
 - e) Relief or remedy of the alleged grievance which is being sought. The filing of the formal, written grievance at the second step must be within ten (10) working days from the date of occurrence of the event giving rise to the grievance. The Executive Director shall make a decision on the grievance and communicate it in writing to the employee and the Administrator within ten (10) working days after receipt of the written grievance.
5. Third Step. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee or employees shall file, within five (5) working days of the Executive Director's written decision at the second step, a copy of the grievance with the Administrator. Within ten (10) working days after such written grievance is filed, the aggrieved or representative grievant and the Administrator or Designee shall meet to resolve the grievance. The Administrator or Designee shall file a decision within ten (10) working days of the third step grievance meeting.

and communicate it in writing to the employee or employees and their Executive Director. The parties may, if there is mutual agreement, attempt to resolve the grievance through mediation.

6. Fourth Step. In the event a grievance has not been satisfactorily resolved at the third step, the grievant or representative grievant shall file within ten (10) calendar days of the Administrator's written decision at the third step a copy of the grievance with the secretary of the Board. Either party may thereafter contact the Public Employment Relations Board (PERB) to initiate the furnishing of a list of five (5) potential grievance arbitrators within ten (10) calendar days of receipt by the Board Secretary, or this grievance ends. Upon receipt of the list from PERB, the moving party strikes the first name and striking will proceed alternately until a single name remains. The remaining individual shall serve as the arbitrator. Within thirty (30) calendar days following the filing of the appeal with the secretary of the Board, the arbitrator shall meet and hear the grievance. The arbitrator shall submit his/her decision, and the decision is binding on all parties. The cost of the arbitration shall be shared equally by the grievant and the Board.
7. The arbitrator in his/her decision shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the grievant and the Administration and the arbitrator's decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language in this Agreement.
8. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives. The grievant may elect to have a single member personally selected from the Prairie Lakes Area Education Association present at steps 2, 3 and 4 of the grievance procedure.
9. In the event a grievance is filed at such a time that it cannot be processed through all the steps in the grievance procedure by the end of the contract year or if the grievance is filed during summer break, the time limits set forth will automatically revert to calendar days (weekends and holidays excluded.) When the contract year commences, and the terminology "working days" becomes appropriate, time lines will revert to the original terminology.


ARTICLE XXV
COMPLIANCE CLAUSES AND DURATION

1. Separability. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining article, section, or clause shall remain in full force and effect.
2. Printing. Copies of this Agreement will be printed by the Board and made available to the employees. A fee sufficient to cover the costs of printing shall be shared by the Association and the Board equally.
3. Duration. This Agreement shall be effective as of July 1, **2006**, and continue in effect until June 30, **2007**.

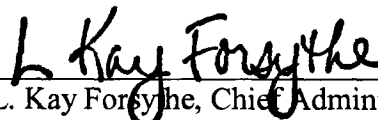
DATED this 1st day of July, **2006**.



Dean Saunders, Board President
Prairie Lakes Area Education Agency



Richard Feilmeier, Chief Negotiator
Prairie Lakes Employees Association



Dr. L. Kay Forsythe, Chief Administrator
Prairie Lakes Area Education Agency

- Level 2 copy to:
1. Director
 2. Administrator
 3. Grievant

Prairie Lakes Area Education Agency 8
1235 5th Ave. South
Fort Dodge, IA 50501

Level 2 Formal Complaint of Alleged Grievance
between
Grievant and Director

To: _____
Director Date Submitted

Note: Filing of the level 2 formal complaint shall be with the director, in person, within ten (10) work days of the date of occurrence of the alleged grievance.

1. Date on which grievance is alleged to have occurred. _____
2. Specific article, section, and/or subsection of the master contract alleged to have been violated, misinterpreted, or misapplied. Identify the same by numerical reference and direct quote from the master contract.

3. Give descriptive detail of all facts giving rise to this alleged grievance.

4. Give the nature of the alleged grievance.

5. Employee statement of contention that there is an alleged grievance.

If more space is needed, please use the back of this sheet and indicate which question the statement applies to.

6. Employee statement of relief of grievance sought.

I hereby attest to the truth and accuracy of all statements contained herein.

Signature of Grievant

Level 2 Director's Notations

Date on which the level 2 formal complaint of alleged grievance was received by me from the grievant (must be within ten (10) work days of date of occurrence of event giving rise to grievance.)

Date and time mutually agreed upon between grievant and the director for a meeting to discuss this formal complaint.

Date on which written decision on this alleged grievance was communicated to the grievant and Administrator. (This must be within ten (10) work days after receipt of the formal written alleged grievance.)

A copy of the written decision of the Director which was communicated to the grievant is hereto attached and becomes a part thereof.

Signature of Director

Date Signed by Director

Legal 2 Acceptance by Grievant

I accept the written decision of the director at level 2 in this matter of my formal complaint as the resolution and relief then being satisfactory to me. I agree to waive any further access to any higher levels of the grievance procedures as contained in the master contract in this matter for now and in time to come.

Signature of Grievant

Date of Grievant's Acceptance

Note: If the grievant signs the above statement, the complaint shall end. If the grievant does not sign the above, but also fails to advance the complaint to the next level within the allowed time limits, the complaint shall be considered to have been abandoned and settlement made at Level 2 of this procedure.

Level 3 copy to:

1. Director
2. Administrator
3. Grievant

Level 3 – Grievant and Administrator or Designee

To: Administrator
Prairie Lakes AEA 8

Date Submitted

Note: Level three (3) filing date must be within five (5) work days of the written decision by the director to the grievant at level two (2).

Grievant's statement regarding why, in his opinion, and in what way that the alleged grievance was not afforded relief at level two (2).

Additional relief sought by grievant not afforded at level two (2).

Signature of Grievant

Level 3 Administrator's Notations

Date on which the level 3 alleged grievance received

Date and time for mutually agreed meeting to discuss this complaint between grievant and Administrator. (This must be within ten (10) days after Administrator receives the formal written alleged grievance.)

Date of written answer communicated to grievant and director. (This must be within ten (10) work days after meeting with grievant.

A copy of the written decision of the Administrator which was communicated to the grievant is hereto attached and becomes a part thereof.

Signature of Administrator

Date Signed by Administrator

Legal 3 Acceptance by Grievant

I accept the written decision of the Administrator at level 3 in this matter at the resolution and relief sought and as being satisfactory to me. I agree to waive any further access to any higher levels of the grievance procedures as contained in the master contract in this matter for now and in time to come.

Signature of Grievant

Date of Grievant's Acceptance

Note: If the grievant signs the above statement, the complaint shall end. If the grievant does not sign the above, and also fails to advance the complaint to the next level within the allowed time limits, the complaint shall be considered to have been abandoned and settlement made at Level 3 of this procedure.

- Level 4 copy to:
1. Director
 2. Administrator
 3. Board Secretary
 4. Grievant
 5. Board President
 6. Arbitrator

Level 4 – Arbitration

This final level of Grievance Procedures must be initiated within ten (10) calendar days following the date of the written decision of the Administrator in level 3.

Date on which the notice received by Secretary of the Board for decision to use step four of the arbitration procedures (A copy of written request from grievant is attached.)

Date on which P.E.R.B. list of potential grievance arbitrators was requested. (A copy of this request is attached hereto and made a part thereof.)

Party requesting P.E.R.B. list

Name of arbitrator selected

Signature of Administrator

Date Signed by Administrator

Level 4 - Arbitrator Report and Decision

Within thirty (30) calendar days following filing of the appeal with the Secretary of the Board, the Arbitrator shall meet to hear the grievance.

The final report of the Arbitrator in this procedure must be served on both parties within twenty (20) calendar days following a hearing by the Arbitrator. Such report to become binding upon both parties to this agreement. Nothing in the decision or award of the Arbitrator shall amend, modify, nullify, ignore, or add to the provisions of the agreement. Such awards and decisions shall be limited to deciding only the issue or issues presented to the Arbitrator which were presented for decision in writing by AEA 8, and the grievant and such decision must be based solely and only upon the Arbitrator's interpretation of the meaning or application of the express relevant language of the agreement.

Date grievance filed with AEA 8 Board Secretary.

Date of grievance hearing by Arbitrator.

Date of which binding decision was served upon both parts to this agreement.

A copy of the decision in this matter by the Arbitrator is hereto attached and becomes a part thereof.

By the signature affixed below, it is attested to and certified that all procedures as are provided in this agreement have been observed and that this decision represents, in the opinion of the Arbitrator, that a fair, impartial and disinterested decision has been made in these matters.

Signature of Arbitrator

Date Signed by Arbitrator



**Sick Leave Bank
Enrollment Form
Prairie Lakes Area Education Agency 8**

Prairie Lakes Employees Association (PLEA), Prairie Lakes Educational Services Association and Prairie Lakes Area Education Agency (PLAEA) have established a Sick Leave Bank for the use of employees who experience a catastrophic illness or accident. Participation in the Leave Bank is based on the following terms:

- Participation in the Sick Leave Bank will be on a voluntary basis and contribution will be made in the form of one day of sick leave from the employee's current year's allocation. The days contributed to the Bank become the property of the Bank and are non-returnable to the employee. Assets of the Bank will accumulate. The following year's Bank will consist of the days carried over plus all contributed days for the year's participation.
- Enrollment will take place from July 1 through September 15 of the contract year and will entitle that person to membership for that school year only.
- Eligibility for use of Leave Bank days is based on timely volunteer participation in the Leave Bank through the filing of this form. Eligible employees must provide evidence of a catastrophic illness, accident, and have exhausted all available paid leave without being eligible for long term disability, worker's compensation, and/or social security disability.
- Use of Bank Leave days must be applied for in writing to the Human Resource Coordinator of PLAEA. The application must be accompanied by a letter from a licensed service provider, recognized by the Agency's health insurance, corroborating the need for extended sick leave. The Human Resource Coordinator, Chief Administrator, President of the PLEA, and President of the PLAEA or their respective designees will review the application.
- Upon approval, use of sick leave bank days will commence on the first day after the exhaustion of personal sick leave and continue for up to the date long term disability insurance begins or until an employee has received their physician's approval to return to work or the exhaustion of the bank.
- A retiring employee may voluntarily designate their unused sick leave days, accumulated over 100 days, be donated to the Sick Leave Bank.

I agree to the terms of the Leave Bank as defined in the PLEA Master Contract – Article XVI Section 9/PLAEA Master Contract – Article V – B and wish to contribute **ONE DAY** of sick leave to the Leave Bank. I understand that this enrollment is a term of my eligibility to access the bank if necessary and is for this current contract year only. I further understand that days contributed to the Bank become the property of the Bank and will not be returned.

Signature of Employee

Date of Enrollment

Signature of Chief Administrator

Date of Acceptance